FILED
AHCA
AGENCY CLERK
2009 AUG 31 P 1:18

STATE OF FLORIDA
AGENCY FOR HEALTH CARE ADMINISTRATION

STATE OF FLORIDA, AGENCY FOR HEALTH CARE ADMINISTRATION,

Petitioner,

vs.

DOAH Case No.: 08-4579MPI
PROVIDER NO.: 2594862-00
RENDITION NO.: AHCA-09- 830 -S-MDO

OSPREY EMERGENCY PHYSICIANS,

Respondent.
_____/

FINAL ORDER

THE PARTIES resolved all disputed issues and executed a repayment agreement, which is attached and incorporated by reference. The parties are directed to comply with the terms of the attached repayment agreement. Based on the foregoing, this case is **CLOSED**.

DONE AND ORDERED this 26th day of August, 2009, in Tallahassee, Florida.

for
Holly Benson, Secretary
Agency for Health Care Administration

Filed August 31, 2009 3:14 PM Division of Administrative Hearings.

A PARTY WHO IS ADVERSELY AFFECTED BY THIS FINAL ORDER IS ENTITLED TO A JUDICIAL REVIEW WHICH SHALL BE INSTITUTED BY FILING ONE COPY OF A NOTICE OF APPEAL WITH THE AGENCY CLERK OF AHCA, AND A SECOND COPY ALONG WITH FILING FEE AS PRESCRIBED BY LAW, WITH THE DISTRICT COURT OF APPEAL IN THE APPELLATE DISTRICT WHERE THE AGENCY MAINTAINS ITS HEADQUARTERS OR WHERE A PARTY RESIDES. REVIEW PROCEEDINGS SHALL BE CONDUCTED IN ACCORDANCE WITH THE FLORIDA APPELLATE RULES. THE NOTICE OF APPEAL MUST BE FILED WITHIN 30 DAYS OF RENDITION OF THE ORDER TO BE REVIEWED.

Copies Furnished to:

Scott Wicke
EmCare
1717 Main Street
Suite 5200
Dallas, TX 75201

Karen Dexter, Assistant General Counsel
Agency for Health Care Administration
(Interoffice)

Peter Williams, Inspector General
Agency for Health Care Administration
(Interoffice)

D. Kenneth Yon, Bureau Chief
Medicaid Program Integrity
(Interoffice)

Finance & Accounting
(Interoffice)

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was served to the above named addresses by mail or interoffice mail this 31st day of August, 2009.

Tracy Lee Cox for
Richard Shoop, Agency Clerk
Agency for Health Care Administration
2727 Mahan Drive, Bldg. 3, Mail Stop #3
Tallahassee, Florida 32308-5403
(850) 922-5873

STATE OF FLORIDA
DIVISION OF ADMINISTRATIVE HEARINGS

AGENCY FOR HEALTH CARE ADMINISTRATION,

Petitioner,

vs.

CASE NO. 08-4579MPI
C.I. NO. 07-5911-000

OSPREY EMERGENCY PHYSICIANS,

Respondent.
_____/

SETTLEMENT AGREEMENT

STATE OF FLORIDA, AGENCY FOR HEALTH CARE ADMINISTRATION ("AHCA" or "the Agency"), and OSPREY EMERGENCY PHYSICIANS ("PROVIDER"), by and through the undersigned, hereby stipulate and agree as follows:

1. The two parties enter into this agreement for the purpose of memorializing the resolution to this matter.

2. PROVIDER is a Medicaid provider in the State of Florida, provider number 2594862-00 and was a provider during the audit period.

3. In its Final Audit Report (final agency action) dated August 8, 2008, AHCA notified PROVIDER that review of Medicaid claims performed by Medicaid Program Integrity (MPI), Office of the AHCA Inspector General, indicated that certain claims, in whole or in part, has been inappropriately paid by Medicaid. The Agency sought recoupment of this overpayment, in the amount of $24,574.79 plus a fine in the amount of $1,500.00 for violation(s) of Rule Section 59G-9.070(7)(c) and (e), F.A.C. In response to the audit letter dated August 8, 2008, PROVIDER filed a petition for a formal administrative hearing, which was assigned

DOAH Case No. 08-4579MPI.

4. Subsequent to the original audits that took place in these matters and in preparation for hearing, AHCA re-reviewed the PROVIDER's claims and evaluated additional documentation submitted by the PROVIDER. As a result, AHCA determined that the overpayment was adjusted to $11,712.43.

5. In order to resolve this matter without further administrative proceedings, PROVIDER and the AHCA expressly agree as follows:

(1) AHCA agrees to accept the payment set forth herein in settlement of the overpayment issues arising from the MPI review.

(2) Within thirty days of entry of the final order, PROVIDER agrees to pay the Agency fourteen thousand two hundred twelve dollars and forty-three cents ($14,212.43), which includes $2,500 in fines and costs in one lump sum. PROVIDER agrees to submit a Corrective Action Plan in the form of a Provider Acknowledgement Statement. AHCA retains the right to perform a 6 month follow-up review.

(3) PROVIDER and AHCA agree that full payment as set forth above will resolve and settle this case completely and release both parties from all liabilities arising from the findings in the audit referenced as C.I. 07-5911-000.

(4) PROVIDER agrees that it will not rebill the Medicaid Program in any manner for claims that were not covered by Medicaid, which are the subject of the audit in this case.

6. Payment shall be made to:

AGENCY FOR HEALTHCARE ADMINISTRATION
Medicaid Accounts Receivable
Post Office Box 13749
Tallahassee, Florida 32317-3749

7. PROVIDER agrees that failure to pay any monies due and owing under the terms of this Agreement shall constitute PROVIDER'S authorization for the Agency, without further notice, to withhold the total remaining amount due under the terms of this agreement from any monies due and owing to PROVIDER for any Medicaid claims.

8. AHCA reserves the right to enforce this Agreement under the laws of the State of Florida, the Rules of the Medicaid Program, and all other applicable rules and regulations.

9. This settlement does not constitute an admission of wrongdoing or error by either party with respect to this case or any other matter.

10. Each party shall bear its own attorneys' fees and costs, if any.

11. The signatories to this Agreement, acting in a representative capacity, represent that they are duly authorized to enter into this Agreement on behalf of the respective parties.

12. This Agreement shall be construed in accordance with the provisions of the laws of Florida. Venue for any action arising from this Agreement shall be in Leon County, Florida.

13. This Agreement constitutes the entire agreement between PROVIDER and the AHCA, including anyone acting for, associated with or employed by them, concerning all matters and supersedes any prior discussions, agreements or understandings; there are no promises, representations or agreements between PROVIDER and the AHCA other than as set forth herein. No modification or waiver of any provision shall be valid unless a written amendment to the Agreement is completed and properly executed by the parties.

14. This is an Agreement of settlement and compromise, made in recognition that the parties may have different or incorrect understandings, information and contentions, as to facts and law, and with each party compromising and settling any potential correctness or incorrectness of its understandings, information and contentions as to facts and law, so that no misunderstanding or misinformation shall be a ground for rescission hereof.

15. PROVIDER expressly waives in this matter its right to any hearing pursuant to sections 120.569 or 120.57, Florida Statutes, the making of findings of fact and conclusions of law by the Agency, and all further and other proceedings to which it may be entitled by law or rules of the Agency regarding this proceeding and any and all issues raised herein. PROVIDER further agrees that it shall not challenge or contest any Final Order entered in this matter which is consistent with the terms of this settlement agreement in any forum now or in the future available to it, including the right to any administrative proceeding, circuit or federal court action or any appeal.

16. This Agreement is and shall be deemed jointly drafted and written by all parties to it and shall not be construed or interpreted against the party originating or preparing it.

17. To the extent that any provision of this Agreement is prohibited by law for any reason, such provision shall be effective to the extent not so prohibited, and such prohibition shall not affect any other provision of this Agreement.

18. This Agreement shall inure to the benefit of and be binding on each party's successors, assigns, heirs, administrators, representatives and trustees.

19. All times stated herein are of the essence of this Agreement.

20. This Agreement shall be in full force and effect upon execution by the respective parties in counterpart.

OSPREY EMERGENCY PHYSICIANS

James L. Murphy Dated: 6-16, 2009

BY: JAMES L. MURPHY
(Print name)

ITS: ATTORNEY IN FACT

AGENCY FOR HEALTH CARE ADMINISTRATION
2727 Mahan Drive, Mail Stop #3
Tallahassee, FL 32308-5403

Dated: 8/26/09, 2009
Peter Williams
Inspector General

Dated: 8/24, 2009
Justin M. Senior
Acting General Counsel

Dated: June 22nd, 2009
Karen Dexter
Assistant General Counsel

Corrective Action Plan – Acknowledgement Statement

A "corrective action plan" is the process or plan by which the provider will ensure future compliance with state and federal Medicaid laws, rules, provisions, handbooks, and policies. For purposes of this matter, the sanction of a corrective action plan shall take the form of an "acknowledgement statement", which is a written document submitted to the Agency for Health Care Administration (Agency) within 30 days of the date of the Agency action that brought rise to this requirement. An acknowledgement statement: identifies the areas of non-compliance as determined by the Agency in this Final Audit Report (FAR); acknowledges a requirement to adhere to the specific state and federal Medicaid laws, rules, provisions, handbooks, and policies that are at issue in the FAR; and, must be signed by the provider or its president, director, or owner.

The acknowledgement statement is due to Office of Inspector General, **Medicaid Program Integrity** within 30 days of the issuance of this FAR. Please sign the enclosed statement and return it to:

Jill Smith, Investigator
Agency for Health Care Administration
Office of Inspector General
Medicaid Program Integrity
2727 Mahan Drive, Mail Stop # 6
Tallahassee, FL 32308-5403
Phone (850) 921-1802
Facsimile (850) 410-1972

Failure to comply with the requirements set forth above may result in the imposition of additional sanctions, which may include monetary fines, suspension, or termination from the Medicaid program.

EmCare
Received
AUG 15 2008
Compliance Dept

PROVIDER ACKNOWLEDGEMENT STATEMENT

I JAMES L. MURPHY, on behalf of Osprey Emergency Physicians,
(insert printed full name here)

a Medicaid provider operating under provider number 2594862-00, do hereby acknowledge the obligation of Osprey Emergency Physicians, to adhere to state and federal Medicaid laws, rules, provisions, handbooks, and policies. Additionally, Osprey Emergency Physicians, acknowledges that Medicaid policy requires:

> Medicaid policy defines the varying levels of care and expertise required for the evaluation and management procedure codes for office visits. Medicaid uses the Physician's Current Procedure Terminology (CPT) book, which contains complete descriptions of the standard codes. Medical records must state the necessity for and extent of services provided. The following requirements may vary according to the service rendered: history; physical assessment; chief complaint on each visit; diagnostic test and results; diagnosis; treatment plan, including prescriptions; medications, supplies, scheduling frequency for follow-up or other services; progress reports, treatment rendered; the author of each (medical record) entry must be identified and must authenticate his or her entry by signature, written initials or computer entry; dates of service; and referrals to other services.

By: James L. Murphy (signature) Date: 6-16-09

ATTORNEY IN FACT
(title)

Return completed acknowledgement statement to Office of Inspector General, Medicaid Program Integrity.